

**THE CITY OF CARLTON  
A MUNICIPAL CORPORATION OF THE STATE OF OREGON**

**REQUEST FOR PROPOSAL (“RFP”):**

**CITY OF CARLTON COMPREHENSIVE PLAN UPDATE SERVICES**

**Request for Proposals due 2:00 p.m., September 29, 2021  
(Proposals will not be received or considered after this time)**

City of Carlton (“City”) is soliciting proposals from qualified consulting firms to provide certain long-range land use planning services, including facilitation of a major update of the City of Carlton Comprehensive Plan and the City of Carlton Development Code. Interested firms can obtain a copy of the RFP and any addenda by visiting <https://www.ci.carlton.or.us/rfps>.

Proposal documents must be received by Aimee Amerson, the Planning and Administrative Manager of the City of Carlton by hand delivery at 191 E. Main Street, Carlton, Oregon, 97111, on or before **2:00 p.m., Pacific Time, September 29, 2021** (“Proposal Opening Date and Time”). For all email proposals, the timepiece used to determine the precise passing of the Proposal Opening Date and Time shall be the clock on the computer of the Planning and Administrative Manager, as shown on the email receipt timestamp associated with a Proposal’s email in the Planning and Administrative Manager’s email inbox. For all physical mail, the timepiece used to determine the precise passing of the Proposal Opening Date and Time shall be the wall clock located in the Planning and Administrative Manager’s office.

Proposals shall be either sealed in an opaque envelope that has been clearly marked “**City of Carlton – Comprehensive Plan Update Services**” or emailed in a single .pdf document to [aamerson@ci.carlton.or.us](mailto:aamerson@ci.carlton.or.us). Contract Award Announcements will be released on October 13, 2021.

Requests for proposal documents, requirements, questions, or requests for clarification must be submitted in writing no later than September 22, 2021, to Aimee Amerson by email or mail at:

Email: [aamerson@ci.carlton.or.us](mailto:aamerson@ci.carlton.or.us) (preferred method)

Mail: City of Carlton  
Planning Department  
Attn: Aimee Amerson  
191 E. Main St.  
Carlton, OR 97111

## **A. PROJECT BACKGROUND**

The City of Carlton (“City”) is west of the Cascade Mountains, approximately 28 miles south of Portland, 29 miles northwest of Salem, and 7 miles north of McMinnville. While relatively small in size, the city boasts a significant number of wineries, tasting rooms, and vineyards and has seen rapid growth over the past two decades. Based on Portland State’s Population Research Center, the city has seen 14.1% growth in the population since 2010 and is expected to grow by 50% by 2040.

The City operates under a council/manager form of government. The Council consists of a mayor and six council members elected at large. The city manager is appointed by the City Council to serve as the administrative head of the government. The City has several advisory committees that provide subject matter expertise to the City Council and City Planning Commission on topics ranging from budget to tourism.

## **B. PROJECT INFORMATION**

The City of Carlton expects significant growth over the next two decades and is in need of considerable updates to the City of Carlton Comprehensive Plan (“Comprehensive Plan”). The present Comprehensive Plan was created in 2000 and amended in July 2007 and June 2009. At present, there is available housing and space for residential, commercial, and industrial development, but the inventory of vacant buildable land has shrunk significantly since 2000.

The City is seeking a professional land use planning consulting firm to lead a major update of the City’s current Comprehensive Plan with a focus on public involvement and economic development. The update will address a 20 year planning horizon in a manner that is thorough, well informed by staff and stakeholders, and approved or adopted by all reviewing bodies. The update process should be designed to be open, transparent, and inclusive to consistently and creatively seek input and involvement from all possible community stakeholders at all stages in the process. The Comprehensive Plan will provide direction to City officials, staff, residents, and the development community to implement the community’s vision.

## **C. COMPREHENSIVE PLANNING NEEDS**

An updated Comprehensive Plan and land use policy document with detailed planning objectives is necessary to guide development for the next several decades. The current Plan is outdated in both format and content since its adoption in 2000. Periodic amendments no longer serve the needs of the community and the Comprehensive Plan should be updated to reflect contemporary policies and views regarding housing, housing affordability, livability, recreation, economic development, sustainability, resilience to natural hazards, historical preservation, and economic obstacles. The update to the Comprehensive Plan must balance these values thoughtfully and intentionally.

A Proposer desiring to provide the Services (as defined below) must have experience and expertise in preparing and updating action-oriented community plans for small cities in a wider region with significant public involvement. The selected consultant will design and facilitate the

planning process of updating the Plan for decades to come with deliverables outlined below. The City desires an inclusive process involving residents, civic and business members of the community, agencies, non-profit organizations, and elected and appointed officials and staff from affected jurisdictions, districts, and agencies. The project timeline is twelve months from the date the contract is executed. The anticipated schedule of services for the Plan update is contained in the schedule attached as Exhibit A.

The current Comprehensive Plan can be found on the City website at <https://www.ci.carlton.or.us/planning/page/comprehensive-plan>.

#### **D. PROJECT SCOPE**

The City is requesting proposals from qualified land use consultants to, among other things, lead facilitation of an update of the City's Comprehensive Plan to cover a planning horizon out to or beyond the year 2041 and to provide the tasks, deliverables, and services described in this section for and on behalf of the City (the "Services").

##### **Objectives**

1. City desires to adopt an updated Comprehensive Plan that will address community needs and values over a planning horizon spanning until at least 2041.
2. The updated plan will:
  - a. Engage the community in a comprehensive dialogue over the update of the plan, ensuring that all opinions, viewpoints, and community members are considered and integrated into the final Comprehensive Plan.
  - b. Be reflective of local desires informed by a well-thought out and updated vision that is tailored for Carlton.
  - c. Be responsive to needs and conditions that currently exist.
  - d. Be informed by existing plans, accurate data and metrics.
  - e. Focus on fostering and encouraging green energy and water conservation principles to produce a sustainable City.
  - f. Incorporate current opportunities and challenges to strengthen the livability of the community in the face of rapid population growth and progress.
  - g. Offer multiple opportunities for robust public involvement and participation by the public to reflect a community driven planning process that is open, transparent, and inclusive.
  - h. Use a process to consistently and creatively seek input and involve all possible community stakeholders in every step of the planning process.

- i. Align with applicable adopted plans, policies, priorities and regulations.
- j. Meet and comply with all applicable federal, state, and local laws, rules, regulations, policies, and ordinances.

## **E. WORK PLAN**

City anticipates that the selected consultant (the “Consultant”) will generally perform the following tasks needed to result in an updated Comprehensive Plan, which tasks will generally be completed in accordance with the conceptual timeline attached as Exhibit B.

1. Engage in citywide conversation about City’s future and development.
2. Develop and maintain a citywide survey, informative project website, and appropriate social media presence.
3. Facilitate community outreach and community involvement. Foster discussion about economic development, housing choices, and topics unique to City.
4. Formulate and recommend objectives and strategies based on the results of the participatory process. Develop an implementation timeline.

Consultant will be required to present a program proposal that is flexible and reactive to review processes associated with various supporting community plans. Consultant must tailor the program to successfully complete the project within budget and on time.

- Goal 1 – Citizen Input
- Goal 2 – Land Use Planning
- Goal 3 – Agricultural Lands
- Goal 4 – Forest Lands
- Goal 5 – Natural Resources
- Goal 6 – Air Resources
- Goal 7 – Natural Hazards
- Goal 8 – Recreation
- Goal 9 – Economy of the City
- Goal 10 – Housing
- Goal 11 – Public Facilities and Services
- Goal 12 – Transportation
- Goal 13 – Energy
- Goal 14 – Urbanization

## **F. ADDITIONAL PROJECT PROPOSAL**

City has also determined that the City of Carlton Development Code is in need of updating. The current Code was largely adopted with Ordinance 619 in 2003, and has been amended piecemeal

over the last two decades, with the most recent significant change happening in 2011. The City Planning Commission has expressed concerns that the current Development Code no longer reflects the needs and zoning desires of the City and that the Development Code may lag further behind the desires of the City after the Comprehensive Plan has been updated.

City's Development Code is codified to implement the goals and policies of the Comprehensive Plan, provide methods of administering and enforcing the Development Code Provisions, and promote public health, safety, and general welfare of the community. The Development Code is meant to be the engine of accomplishing Comprehensive Planning goals with a more granular focus on design and specific permissions. Additional focus has been placed on the following development goals:

1. Community involvement in the development, amendment, and future of the City development.
2. Create opportunities to increase the supply and diversity of housing, as well as homeownership, in Carlton to promote financial accessibility and choice for all income levels.
3. Leveraging "Great Neighborhood Principles" including:
  - a. Improving walkability throughout town.
  - b. Green space enhancements, such as bathrooms and other infrastructure.
  - c. City-wide broadband access and wi-fi
  - d. Dog etiquette in parks – including off-leash dogs.
  - e. Parking of cars, trailers, and other motorized vehicles, and storage in the right of way and on private property.
  - f. Park equipment and structure standards.
4. Support and encouragement for green energy standards.
5. Restricting businesses and business practices that lack greater community support.
6. Review street standards, including width and bicycle and pedestrian infrastructure.

Consultant may, in addition to their Proposal, propose a project for producing comprehensive updates to the City Development Code related to the above development goals and Consultant's updates to the Comprehensive Plan. If provided, Consultant's Additional Proposal shall contain a project plan and timeline for producing adoption-ready amendments to City's Development Code. Additional Proposals should include a fee schedule outlining the additional services and expected expenses incurred during the execution of the Additional Proposal. Consultant's Additional Proposal, if any, shall substantially adhere to the formatting and content provisions of this RFP, and may be integrated into the Consultant's original Proposal.

The City will award bonus points towards the evaluation of a Consultant's Proposal if the Proposal contains or is accompanied by an Additional Proposal. These bonus points will not allow a Proposal to exceed the maximum possible score outlined in the Evaluation Criteria, but may make a Proposal more appealing during the evaluation process.

City reserves the right to reject Additional Proposals without rejecting an original Proposal, with no penalty to the City. If an Additional Proposal is integrated into the Consultant's original Proposal, City reserves the right to request Consultant submit a separate Proposal for

Comprehensive Plan updates and a separate Additional Proposal for Development Code updates in lieu of an integrated Proposal/Additional Proposal.

### **G. DELIVERABLES AND WORK PRODUCTS**

As part of this project, Consultant will be responsible for the submittal and execution of the following:

1. Progress Reports and Research. Consultant will submit to the City monthly progress reports and research information relative to the project. Consultant will provide research necessary for completion of the project.
2. Meetings. Consultant will be responsible for meeting with City staff and relevant committees on a regular basis. The number and frequency of the meetings will be determined in consultation with both staff and Consultant before the project starts. The purpose of the meetings will be to establish objectives, discuss alternatives, provide direction, and review progress. Maximization of budget resources is a key expectation.
3. Final Work Products. The project will culminate in the adoption of an updated Comprehensive Plan with objectives and policies tailored to the year 2045 planning horizon. This plan will include background, findings, objectives, and policies for updating Comprehensive Plan Goals.
4. All final work products will be submitted to City in such format as City requires which may include, without limitation, MS Word and PDF. All work product will be the property of City and City reserves the right to use, modify, and/or amend any work product prepared in connection with the Services.

### **H. ASSISTANCE BY CITY**

City staff and committees will be the primary contacts to assist Consultant. Staff will assist Consultant with obtaining all necessary background documents. Staff will assist Consultant with all necessary contacts and logistics to arrange or conduct public meetings. Staff will assemble the list of and recruit potential committee members. Staff will be available during all phases of the project to assist in providing technical assistance, information, documentation and explanations as needed.

### **I. SUBMISSION INSTRUCTIONS**

Proposals may be submitted by email or by physical mail. Proposals shall be either sealed in an opaque envelope that has been clearly marked “**City of Carlton – Comprehensive Plan Update Services**” or emailed in a single .pdf document to [aamerson@ci.carlton.or.us](mailto:aamerson@ci.carlton.or.us). Contract Award Announcements will be released on October 13, 2021.

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Proposals must be addressed to:

Email: [aamerson@ci.carlton.or.us](mailto:aamerson@ci.carlton.or.us)

Physical Mail: City of Carlton  
Planning Department  
Attn: Aimee Amerson  
191 E. Main St.  
Carlton, OR 97111

## **J. QUESTIONS**

Requests for proposal documents, requirements, questions, or requests for clarification must be submitted in writing no later than September 22, 2021, to Aimee Amerson by email or mail at:

Email: [aamerson@ci.carlton.or.us](mailto:aamerson@ci.carlton.or.us) (preferred method)

Physical Mail: City of Carlton  
Planning Department  
Attn: Aimee Amerson  
191 E. Main St.  
Carlton, OR 97111

## **K. ADDENDA**

Any addenda or amendments to this RFP will be in writing and posted on City’s website at <https://www.ci.carlton.or.us/rfps>. It is the responsibility of potential Proposers to check the website for addenda or amendments. No Proposal will be considered that is not responsive to any issued amendments.

## **L. PROPOSAL FORMAT**

A Proposer interested in performing the Services must submit a signed and dated Proposal to City containing the information identified below. Proposals will first be evaluated for compliance with the minimum requirements identified below. Proposals meeting the minimum requirements will be forwarded to an evaluation committee for review and evaluation.

### **Minimum Requirements**

1. At least one copy of the submitted proposal must bear an original signature on the cover letter. A duly authorized representative empowered to bind the consultant must sign the Proposal.
2. The Proposal must demonstrate that the Proposer has either experience, training, expertise, or some other background with similar projects of similar scope. In lieu of this, a Proposal must provide an explanation as to how Proposer is capable of undertaking a project of this scope and size.
3. Each Proposal must not exceed 25 pages, including the letter of transmittal, attachments, and/or appendices. Only the first 25 pages of any Proposal will be reviewed by the selection committee. Each Proposer must number the pages of each section in consecutive order. Each 8½” x 11” side of a page will be counted as one page. Each side of an 11” x 17” page will be counted as two pages.
4. Additional Proposals related to updating the Development Code may not exceed 15 pages, including the letter of transmittal, attachments, and/or appendices. Only the first 15 pages of any Additional Proposal will be reviewed by the selection committee. Each Additional Proposal must number the pages of each section in consecutive order and visibly mark each page as belonging to the Additional Proposal. Additional Proposal documents unrelated to the Development Code update will be disregarded. If an Additional Proposal is integrated into an original Proposal to update the Comprehensive Plan, Proposer will be limited to a maximum of 25 pages for the integrated Proposal and Additional Proposal. Each 8½” x 11” side of a page will be counted as one page. Each side of an 11” x 17” page will be counted as two pages.

### **M. PROPOSAL CONTENT**

Proposals must include, without limitation, the content listed below. Concise Proposals without needless duplication are encouraged. Emphasis should be on completeness and clarity of content and cost effectiveness of the Proposal. Proposals should be prepared generally in the following format for the ease of the selection committee in reviewing multiple proposals.

1. Letter of Transmittal. All Proposals must include a cover letter addressed to Aimee Amerson, City Planning and Administrative Manager, and signed by a representative legally authorized to bind the consultant to both its Proposal and cost schedule. The letter must (i) express interest in providing the Services; and (ii) agree to perform all the work outlined in this RFP within the time periods established by City. The letter must also



contain brief information concerning the Proposer, including name, contact person, email address, mailing address, telephone number, and background of firm.

2. Table of Contents. Proposals must include a table of contents and include a clear identification of the material by section and by page number.
3. Executive Summary. Proposer must use this section to introduce the scope of the Proposal and to summarize the key provisions of the Proposal. Proposer will use this to provide a statement describing why they are qualified to perform the Services.
4. Experience, Technical and Other Qualifications. List the firm and key personnel qualifications relative to the Services required under this RFP. Include, without limitation, the following information: (i) location of office and number of people, by level, expected to handle the project; (ii) list of the office's current and recent government clients, including types of services performed; (iii) provide names of principals, key personnel, and any subcontractors who will be assigned to the project, their experience, qualifications, and periods of service; (iv) describe liability insurance coverage arrangements to assure that it is sufficient to cover claims that could arise during the Services.
5. Response to Scope of Consultant Services. Proposer shall provide a concise description of Proposer's capabilities to perform the services and satisfy the requirements of this RFP, demonstrate an understanding of the project, and approach public involvement. This must include (i) an explanation of how City personnel will be utilized during the project and the approximate amount of time required by city personnel; (ii) strategies to engage the general public of City in a conversation about City's future; (iii) strategies to facilitate participation by the public; (iv) strategies to create an informative website and appropriate social media presence; (v) a schedule showing proposed timing of deliverables.
6. References. Proposers shall provide contact information for previous municipal clients or land use planning clients, if any.
7. Compensation. Proposals shall include cost estimates and other necessary cost information related to the Services. This must include a list of the Proposer's billing rates for all applicable professional services for City reference, estimates of person hours, labor costs, expenses to complete all tasks listed in the Services, and predictions regarding any deviations from the Services that could significantly alter costs.
8. Additional Information. Any other information Proposer feels applicable should be included in the Proposal at this point.

Contractors shall use recycled products to the maximum extent feasible in the performance of the contract work set forth in this document.

FAILURE TO INCLUDE ALL INFORMATION REQUESTED AND/OR FAILURE TO PROVIDE EVIDENCE THAT PROPOSER MEETS THE MINIMUM QUALIFICATIONS LISTED HEREIN WILL CAUSE SUCH PROPOSAL TO BE REJECTED AND NOT EVALUATED OR CONSIDERED IN THE SELECTION PROCESS.

## N. PROPOSAL EVALUATION

### **Evaluation Committee.**

City will establish a committee of at least three individuals to review, score and rank Proposals according to the evaluation criteria set forth in this RFP. City may appoint to the evaluation committee consultants, City employees, and/or employees of other public agencies with experience in land use planning. At least one member of the evaluation committee must be a City employee.

### **Evaluation Criteria**

City will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned to Proposals. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items.

<b><u>Requirement</u></b>	<b><u>Maximum Points</u></b>
Experience and Qualifications	25
Response to Scope of Consultant Services	25
Proposed Community Engagement Plan	5
References	5
<b>Total</b>	<b>60</b>

A maximum of 10 bonus points may be added to a Proposal's evaluation score based on the Consultant's Additional Proposal. These bonus points will not allow a Proposal's score to exceed 60 points.

City may seek outside expertise, including, without limitation, input from technical advisors, to assist in evaluating Proposals. City may request additional information from any Proposer. Proposals will be scored and ranked based on the information submitted according to the evaluation criteria and point factors. The City may choose to recommend the preferred Proposal solely on the written Proposal evaluation, or select a short list of Proposers to interview. If interviews are determined to be necessary, the scores for the written Proposals will be considered preliminary. If interviews are required, interviews will be ranked upon the following:

<b><u>Requirement</u></b>	<b><u>Maximum Points</u></b>
Understanding and Approach	20
Agent or Firm's Capabilities	20
Other Factors	10
<b>Total</b>	<b>50</b>

City reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information in order to make a recommendation.

#### **O. CANCELTION, REJECTION, DELAY, OR SUSPENSION**

City reserves the right to cancel the procurement, to reject any or all Proposals, to delay the procurement, or to suspend this RFP if such a cancellation, rejection, delay or suspension is deemed to be in the best interest of the City. The reasons for any cancellation, rejection, delay or suspension will be made a part of the Proposal file. Under ORS 279B.100, City will not be liable for any loss or expense caused by or resulting from the cancellation, rejection, delay or suspension of a Proposal.

#### **P. SELECTION**

City will award the contract to the highest ranked Proposer whose Proposal will best serve the interests of City and is in compliance with applicable law. Upon completion of the evaluation process, City will advise the Proposers of the selection. Each Proposer will be given notice of City's intent to award the contract to the highest-ranked Proposer at least seven days before the final award of contract.

If City does not cancel this RFP after it receives the results of the scoring and ranking of each Proposal, City will begin negotiating a contract with the highest-ranked Proposer. Contract negotiations will be directed toward obtaining written agreement on (i) the Proposer's performance obligations and a performance schedule; (ii) the payment methodology and contract price that is fair and reasonable to City, as determined by City, taking into account estimated value, scope, complexity and nature of the Services; and (iii) any other provisions City believes to be in City's best interest to negotiate. City reserves the right to negotiate and execute a final contract that is in the best interest of City.

If negotiations with the highest-ranked Proposer fail to result in a contract, City reserves the right to formally terminate negotiations and either (i) request that all Proposers resubmit their original Proposals or submit a revised Proposal; or (ii) enter into negotiations with the second-ranked Proposer and, if necessary, the third-ranked Proposer and so on, until the negotiations result in a contract. If the subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by City, the RFP may be formally terminated.

If a contract is awarded, City and the Consultant will enter into City's form professional services agreement substantially in the form attached hereto as Exhibit C (the "Agreement"). The Agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the contract(s) will include terms and conditions concerning, among other things, acceptable standards of performance, compensation (including City's right to withhold 10% of the fee until completion of the Services), minimum insurance requirements, compliance with laws, indemnification, and representations and warranties. The Agreement will

include an initial one-year term and may be extended for six months by the parties' mutual written agreement. The Agreement will be subject to approval of the City Council.

### **Q. FAILURE TO PERFORM**

Failure to perform the Services or the failure to meet established performance standards may result in, but shall not be limited to: (i) reduction or withholding of payment; (ii) requiring Contractor to perform, at Contractor's expense, additional work necessary to perform the Services or meet the established performance standards; and (iii) declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

### **R. ADDITIONAL INFORMATION**

By submitting a Proposal, the signatory must certify that Proposer is not, to the best of Proposer's knowledge, in violation of any Oregon tax law. For the purpose of the certification, "Oregon tax law" means a state tax imposed under ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Any Proposal submitted may be subject to public information requests as permitted by Oregon Public Records Law. City will attempt to maintain the confidentiality of materials marked "Confidential" if and to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information to comply with the terms and conditions of this RFP, each Auditor must label any information that it desires to protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.

City will take reasonable measures to hold in confidence all such labeled information; provided, however, City will not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).

In submitting a Proposal, each Proposer agrees that City may (a) reveal trade secret and/or other confidential materials and/or information contained in the Proposal to City staff and to any City consultant, and (b) post the Proposal on City's intranet or internal network for purposes related to its evaluation and ranking. By responding to this RFP, each Proposer agrees to defend, indemnify, and hold City and each City officer, employee, and representative harmless for, from, and against all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Proposer has designated as a trade secret and/or as confidential

information. Any Proposer that designates its entire Proposal as a trade secret may be disqualified

Notwithstanding anything contained in this RFP to the contrary, if in City's best interest, City reserves the right to (i) amend and/or revise this RFP in whole or in part; (ii) cancel this RFP; (iii) extend the submittal deadline for responses to this RFP; (iv) waive minor informalities and errors in such Proposals; and/or (v) reject any or all Proposals for any reason and/or without indicating reasons for rejection. Further, City reserves the right to seek clarification(s) from each proposer and/or require supplemental information from any Proposer, and/or negotiate with alternate Proposers, if initial contract negotiations are unsuccessful. City reserves the right to hold the Proposals for sixty (60) days before rendering a decision. This RFP does not obligate City to award a contract and/or to procure the Services (or any portion thereof). City reserves the right to enter into one or more contracts concerning the Services. Proposers responding to this RFP do so at their own expense; City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Proposal. By requesting Proposals, City is in no way obligated to award a contract or to pay expenses of the proposing firms in connections with the preparation or submission of a Proposal. Furthermore, City reserves the right to reject all proposals prior to execution of a contract, with no penalty to the City.

## **EXHIBIT A**

### **SCHEDULE OF SERVICES**

Subject to the terms and conditions of this Agreement, Contractor will perform land use planning services concerning or related to the Grant Agreement and/or Project, including, without limitation, the following services:

- Engaging City's community in a conversation about the future and development of City.
- Developing and maintaining a Citywide Survey throughout the Project timeframe.
- Develop and maintain a Project website keeping citizens updated on the Project's progress.
- Develop an appropriate social media presence updating citizens on the Project's progress.
- Facilitate community outreach and community involvement in the Project.
- Develop an implementation timeline.
- Provide regular progress reports and updates to City staff and the City Council.
- Meet regularly with City staff and City committees to develop objectives, discuss alternatives, provide direction, and review progress.
- Develop and present a proposal for the Comprehensive Plan update that adheres to all of the Oregon land use goals and stated objectives of the Project.
- Develop and present a proposal for the Development Code update that adheres to all of the Oregon land use goals and stated objectives of the Project.
- Assist City staff in producing a staff report for the Department of Land Conservation and Development (DLCD).
- Submit proposals to DLCD.

## **EXHIBIT B**

### **CONCEPTUAL TIMELINE**

Subject to the terms and conditions contained in this Agreement, Contractor will perform land use planning services with the following schedule, which schedule the City and Contractor may modify from time to time by the parties' mutual written agreement:

- October, 2021
  - o Introduction to community.
  - o Begin gathering community input on Comprehensive Plan and Development Code update.
  - o Set up any social media, website, or other community engagement infrastructure.
  - o Develop and recommend strategies to engage community.
  - o Develop implementation timeline.
- November, 2021
  - o Continue gathering community input.
  - o Attend City Council Meeting and present draft of citywide survey for Council approval.
  - o Implement approved citywide survey.
  - o Plan/implement community public meeting (optional)
  - o Meet with city staff to establish further objectives, discuss alternatives, receive direction, and review progress.
- December, 2021
  - o Continue gathering community input and gathering citywide surveys.
  - o Present preliminary results of community engagement and citywide surveys to City Council.
  - o Meet with city staff to establish further objectives, discuss alternatives, receive direction, and review progress.
- January, 2022
  - o Continue gathering community input and gathering citywide surveys.
  - o Present update on survey and engagement to City Council.
  - o Present progress reports and research on Comprehensive Plan and Development Code update to City Council.
  - o Meet with city staff to establish further objectives, discuss alternatives, receive direction, and review progress.
- February, 2022
  - o Continue gathering community input and gathering citywide surveys.
  - o Present update on survey and engagement to City Council.
  - o Present progress reports and research on Comprehensive Plan and Development Code update to City Council.
  - o Meet with city staff to establish further objectives, discuss alternatives, receive direction, and review progress.
- March, 2022

- Continue gathering community input and gathering citywide surveys.
- Present update on survey and engagement to City Council.
- Present progress reports and research on Comprehensive Plan and Development Code update to City Council.
- Meet with city staff to establish further objectives, discuss alternatives, receive direction, and review progress.
- April, 2022
  - Continue gathering community input and gathering citywide surveys.
  - Present update on survey and engagement to City Council.
  - Present progress reports and research on Comprehensive Plan and Development Code update to City Council.
  - Meet with city staff to establish further objectives, discuss alternatives, receive direction, and review progress.
- May, 2022
  - Submit preliminary proposal for Comprehensive Plan and Development Code update to City Council for commentary.
  - Apply Council commentary to Comprehensive Plan and Development Code update.
  - Meet with city staff to establish further objectives, discuss alternatives, receive direction, and review progress.
- June, 2022
  - Submit edited proposal for Comprehensive Plan and Development Code update to City Council for commentary.
  - Apply Council commentary to Comprehensive Plan and Development Code update.
  - Meet with city staff to establish further objectives, discuss alternatives, receive direction, and review progress.
- July, 2022
  - Submit final proposal of Comprehensive Plan and Development Code update to City Council for approval.
  - Submit final work products to City.
  - Gather and assist in the production of staff report on proposed change to Comprehensive Plan.
- August, 2022
  - Work with City staff to produce Post-Acknowledgement Plan Amendment (PAPA) online profile in advance of PAPA submissions.
  - Submit Form 1, Notice of a Proposed Change to a Comprehensive Plan or Land Use Regulation, to the director of the Department of Land Conservation and Development (DLCDD) at least 35 days before the first evidentiary hearing on adoption of the proposed change.
  - Submit any alterations to Proposed Change at least 10 days before final evidentiary hearing on the proposal.
- September, 2022
  - Submit Form 2, Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, to DLCDD no more than 20 days after adoption of change.



**EXHIBIT C**  
**SERVICES AGREEMENT**

This SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of Carlton** (the “City”), an Oregon municipal corporation, and \_\_\_\_\_ (the “Contractor”).

**RECITALS**

**A.** The City is in need of professional consulting, advising, long-range planning, and community coordinating services for the purpose of updating the City of Carlton Comprehensive Plan (the “Comprehensive Plan”), and Contractor is qualified and prepared to provide such services.

**B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

**AGREEMENT**

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to consulting, advising, long-range planning, and community coordination services for the purpose of updating the Comprehensive Plan and the Carlton Development Code. These Services include specific goal oriented planning based on specifications found in Appendix A, entitled “Description of Services,” attached hereto and made a part of this Agreement. The principal contacts for Contractor shall be \_\_\_\_\_. Contractor shall provide services as described in the scope of work and proposed budget (“Proposal”) dated \_\_\_\_\_ 2021 and attached hereto as Appendix B.

**2. Scope of Work.** The duties and responsibilities of Contractor, shall be as described in Appendix A attached hereto and incorporated herein by reference.

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on \_\_\_\_\_.

**4. Compensation.** The terms of compensation for the services shall be as provided in the Proposal, but shall not exceed the sum of \$ \_\_\_\_\_ unless a modification of the scope of services is approved by the City

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Appendix B, (less items deleted as shown thereon).

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed periodic billings to the City. Following approval by the City Manager, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

6. **Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. **Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**CITY:** City Manager  
City of Carlton  
191 E Main Street  
Carlton, Oregon 97111

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. **Standard of Care.** In the performance of the Services Contractor shall comply with applicable standards of professional care ordinarily exercised by members of the profession currently practicing in similar conditions. Contractor shall prepare materials and deliverables in a manner consistent with generally accepted standards of professional practice for the intended use of the project.

9. **Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by

one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**10. Insurance.**

**10.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of general liability, professional liability, auto liability and workers compensation coverage as set forth in Appendix C attached hereto or otherwise approved by the City Manager.

**10.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

**10.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

**10.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**10.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

**11. Termination.** Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project or terminate further services. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed and materials provided up to the date of termination.

**12. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor, provided however, that in the event that Contractor is named as a third-party defendant in litigation brought against the City, and in the further event that Contractor is not entitled to a legal defense in such litigation by Contractor's insurance company or companies, and in the further event that City has a duty under Oregon law to defend Contractor as an agent of City, then City will tender such third-party claim to City's insurer for the purpose of providing a legal defense to Contractor

**13. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**14. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**15. Indemnification; Limitation of Liability.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

**16. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Yamhill County, Oregon.

**17. Compliance with Law.**

**17.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**17.2** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, , 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

**17.3** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

**17.4** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**18. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality and privacy of confidential information obtained from or reviewed at city facilities.

**19. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**20. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**21. Assignment.** This Agreement shall not be assigned by Contractor or City without the express written consent of the other party. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**22. Default.**

**22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

**22.2** Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

**22.3** If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Yamhill County.

**23. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on any appeal therefrom.

**24. Inspection and Audit by the City.**

**24.1** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement. Upon request, copies of records or documents shall be provided to the City free of charge.

**24.2** The City shall have the right to inspect Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

**25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

**26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF,** the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

**CITY:**

**CONTRACTOR:**

**CITY OF CARLTON, OREGON**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Linda Watkins

Name: \_\_\_\_\_

Its: Mayor

Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

City Recorder

## **APPENDIX A**

### **Description of Services**

Subject to the terms and conditions of this Agreement, Contractor will perform land use planning services concerning or related to the Grant Agreement and/or Project, including, without limitation, the following services:

- Engaging City's community in a conversation about the future and development of City.
- Developing and maintaining a Citywide Survey throughout the Project timeframe.
- Develop and maintain a Project website keeping citizens updated on the Project's progress.
- Develop an appropriate social media presence updating citizens on the Project's progress.
- Facilitate community outreach and community involvement in the Project.
- Develop an implementation timeline.
- Provide regular progress reports and updates to City staff and the City Council.
- Meet regularly with City staff and City committees to develop objectives, discuss alternatives, provide direction, and review progress.
- Develop and present a proposal for the Comprehensive Plan update that adheres to all of the Oregon land use goals and stated objectives of the Project.
- Develop and present a proposal for the Development Code update that adheres to all of the Oregon land use goals and stated objectives of the Project.
- Assist City staff in producing a staff report for the Department of Land Conservation and Development (DLCD).
- Submit proposals to DLCD.

**APPENDIX B**

**Scope of Work and Proposed Budget**



### APPENDIX C

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advert. Inj.	\$1,000,000	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$1,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes  If workers compensation is not applicable please initial here _____. State the reason it is not applicable:  _____		YES
<b>Professional Liability</b>	Per occurrence	\$500,000	NO
	Annual Aggregate	\$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Manager  
City of Carlton  
191 E. Main Street  
Carlton, OR 97111

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.